

ORIGINAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHEMENCE MEDICAL
PRODUCTS, INC., CHEMENCE,
INC.,

Plaintiffs,

v.

JAMES QUINN,

Defendant.

CIVIL ACTION NO.

1:11-CV-1366-CAP

FILED IN CHAMBERS
U.S.D.C. Atlanta

MAR 11 2016

VERDICT

JAMES N. HATTEN, Clerk
By: *Don Shalope* Deputy Clerk

A. Dr. Quinn's Claim

1. Is Dr. Quinn entitled to commissions for products under the
written contract (exhibit Q 2) dated February 1, 2004?

Yes ✓ No

2. Is Dr. Quinn entitled to receive commissions for products
because of an oral contract between the parties in 2007 after the
written contract expired?

Yes ✓ No

Instruction:

If you answered "Yes" to Question Two, skip Question Three and go to
the Instructions above Question Four. If you answered "No" to Question Two,
proceed to Question Three.

3. If you find there was no oral contract for commissions after February 1, 2007, should Dr. Quinn receive money from Chemence Medical Products, Inc., under a theory of unjust enrichment, quantum meruit, or promissory estoppel?

Yes _____ No _____

If so, how much? \$ _____

Instruction:

If you answered “No” to Question One and Question Two, skip Questions Four, Five, Six & Seven, and proceed to Question Eight. If you answered “Yes” to either Question One or Question Two (or both), proceed to Questions Four, Five, Six, and Seven.

4. Which of the products is Dr. Quinn entitled to a commission on sales: (check all that apply)

☒ derma+flexQS (also known by the names Octylseal, Sure+Close II, and Octylbond);

☒ derma+flex/sure+close;

☒ Leukosan Adhesive;

☒ the veterinary product (“GLUture”);

☒ the eyelash product (sold to Xtreme Lashes);

☒ the consumer product.

5. If you found that Dr. Quinn is entitled to commissions for any of the products in Question Four, for how long is Dr. Quinn so entitled?

Choose option (a) or (b)

- (a) ✓ For the lesser of the commercial life of the product or the first ten years of the product's commercial life (Dr. Quinn's interpretation).
- (b) _____ For the lesser of the commercial life of the product or ten years from the date of the consulting agreement (Chemence Parties' interpretation).

6. If you answered "Yes" to either Question One OR Question Two (or both), then how much should be awarded to Dr. Quinn for the commissions?

\$ 8,680,781

7. Should Chemence, Inc., be jointly liable with Chemence Medical Products, Inc., for contract damages under the theory of piercing the corporate veil?

Yes ✓ No _____

Instruction:

If you answered “No” to Question Seven, then proceed to Question Eight.

8. Should Chemence, Inc., pay damages to Dr. Quinn under a theory of unjust enrichment?

Yes _____ No _____

If so, how much? \$_____

**B. The Chemence Parties' Claim of Misappropriation of Trade Secrets
by Dr. Quinn**

9. Do you find that Dr. Quinn misappropriated trade secrets?

Yes _____ No ✓

Instruction:

If you answered "Yes" to Question Nine, then proceed to Question Ten and skip Question Eleven. If you answered "No" to Question Nine, then skip Question Ten and proceed to Question Eleven.

10. If you found Dr. Quinn misappropriated trade secrets, was it willful and malicious?

Yes _____ No _____

11. If you found that Dr. Quinn did not misappropriate trade secrets, did the Chemence Parties bring the claim in bad faith?

Yes ✓ No _____

SO SAY WE ALL.

This 11 day of March, 2016.


Foreperson